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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1504444053

Doc#: 1504444053 **Fee:** \$60.00

RHSP Fee: \$9.00 RPRIF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 02/13/2015 02:59 PM Pg: 1 of 12

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 29-04-108-019-0000

Address:

Street: Vacant Lot, Hales and HC

Street line 2:

City: Riverdale

State: IL

ZIP Code: 60827

Lender: South Suburban Mayors and Managers Association (SSMMA)

Borrower: Village of Riverdale

Loan / Mortgage Amount: \$1,000,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: F2E3C5B9-984A-4513-9666-B71FBA724D75

Execution date: 02/11/2015

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Permanent Tax Index Numbers:

29-04-108-019-

~~Property Addresses:~~

0000

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:Brent O. Denzler
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
140 South Dearborn, # 600
Chicago, IL 60603*This space reserved for Recorder's use only.*MORTGAGE

THIS INDENTURE (herein "Mortgage"), made on January 15, 2015, between Village of Riverdale, a body politic duly organized under the law of the State of Illinois, whose mailing address is 157 W. 144th St., Riverdale, IL 60827, herein referred to as "MORTGAGOR," and South Suburban Mayors and Managers Association (SSMMA), an Illinois not-for-profit, whose mailing address is 1904 W. 174th Street, East Hazel Crest, IL 60429, herein referred to as "MORTGAGEE," witnesseth:

THAT WHEREAS the Mortgagor and the Mortgagee are parties to that certain Loan Agreement between Village of Riverdale and SSMMA dated January 15, 2015 (the "Loan Agreement"), for Revolving Loan Funding (RLF) related to remedial action on the property generally located east of Halsted Avenue and south of the Indiana Harbor Belt rail line, and as legally described on Exhibit A attached hereto ("Property"), pursuant to which the Mortgagee has agreed to advance funds to the Mortgagor and in consideration thereof the Mortgagor has agreed to comply with the terms and conditions of the Loan Agreement, which includes, upon the occurrence of certain events, the repayment of any funds advanced to the Mortgagor by the Mortgagee to the Mortgagor. Terms not otherwise defined herein shall have the meanings provided for in the Loan Agreement.

WHEREAS, Mortgagee has agreed to make a loan to Mortgagor in the maximum amount of One Million dollars and 0/100 (\$1,000,000.00) (the "Loan");

WHEREAS, the Loan is evidenced, secured and governed by, among other things, this Mortgage and that certain Promissory Note of even date herewith (the "Note");

NOW, THEREFORE, the Mortgagor, to secure its obligations under the Loan Agreement, and the performance of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the Village of Riverdale, County of Cook, and State of Illinois legally described on Exhibit "A" attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises;"

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

The Loan shall have an interest rate of 0% per annum and a maturity date shall be designated in the Loan Agreement.

TO HAVE AND TO HOLD the premises unto the **MORTGAGEE**, and the **MORTGAGEE'S** successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the **MORTGAGOR** does hereby expressly release and waive.

This Mortgage includes each and every one of the covenants, conditions and provisions appearing subsequent to the signature page hereof, all of which are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors, and assigns.

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THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE

1. MORTGAGOR shall (1) comply with the Loan Agreement; (2) keep said premises in good condition and repair in accordance with local building codes without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the MORTGAGEE; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

2. MORTGAGOR shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the MORTGAGEE duplicate receipts therefor. To prevent default hereunder MORTGAGOR shall pay in full under protest, in the manner provided by statute, any tax or assessment, which MORTGAGOR may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the MORTGAGEE the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by MORTGAGOR, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the MORTGAGEE'S interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the MORTGAGOR, upon demand by the MORTGAGEE, shall pay such taxes or assessments, or reimburse the MORTGAGEE therefor; provided, however, that if in the opinion of counsel for the MORTGAGEE (a) it might be unlawful to require MORTGAGOR to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the MORTGAGEE may elect, by notice in writing given to the MORTGAGOR, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of this Mortgage or the Loan Agreement, the MORTGAGOR covenants and agrees to pay such tax in the manner required by any such law. The MORTGAGOR further covenants to hold harmless and agrees to indemnify the MORTGAGEE, and the MORTGAGEE'S successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of this Mortgage or the Loan Agreement.

5. Intentionally Omitted.

6. MORTGAGOR shall keep all buildings and improvements (excluding those buildings subject to the Project as defined in the Loan Agreement, now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies reasonably satisfactory to the MORTGAGEE, under insurance policies payable, in case of loss or damage, to MORTGAGEE, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the MORTGAGEE, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, MORTGAGEE may, but need not, make any payment or perform

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any act hereinbefore required of MORTGAGOR in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by MORTGAGEE to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due any payable without notice and with interest thereon equal to the rate of interest of the first mortgage loan. Inaction of MORTGAGEE shall never be considered as a waiver of any right accruing to the MORTGAGEE on account of any default hereunder on the part of the MORTGAGOR.

8. The MORTGAGEE making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. MORTGAGOR shall pay each item of indebtedness herein mentioned, both principal and interest, if and when due according to the terms hereof. Upon an Event of Default under the Loan Agreement and following any applicable notice and cure period, or upon a default of any of the terms and conditions herein and following any applicable notice and cure period, at the option of the MORTGAGEE, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Loan Agreement or in this mortgage to the contrary, become immediately due and payable

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, MORTGAGEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of MORTGAGEE for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as MORTGAGEE may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by MORTGAGEE in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the MORTGAGEE shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. In the event of a foreclosure of a prior mortgage or mortgages, or transfer in lieu of foreclosure, the MORTGAGOR agrees that the net proceeds, if any, of a foreclosure sale (after payment of the prior mortgage or mortgages) or transfer in lieu of foreclosure shall be paid to the MORTGAGEE in payment and satisfaction of the amount loaned herein.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of MORTGAGOR at the time of application for such receiver and without regard to the then value of the premises or whether

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the same shall be then occupied as a homestead or not, and the MORTGAGEE may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when MORTGAGOR, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by an decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law.

14. The MORTGAGEE shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The MORTGAGOR shall periodically deposit with the MORTGAGEE such sums as the MORTGAGEE may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provision hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the MORTGAGEE, notwithstanding such extension, variation or release.

17. MORTGAGEE shall release this mortgage and lien thereof by proper instrument upon (i) payment and discharge of all indebtedness secured hereby and (ii) substantial completion of the Premises as determined by the Mortgagee, and, in either event, payment of a reasonable fee to MORTGAGEE for the execution of such release.

18. This mortgage and all provision hereof, shall extend to and be binding upon MORTGAGOR and all persons claiming under or through MORTGAGOR, and the word "MORTGAGOR" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this mortgage. The word "MORTGAGEE" when used herein shall include the successors and assigns of the MORTGAGEE named herein and the holder or holders, from time to time, of the Loan Agreement secured hereby.

19. If all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in MORTGAGOR is sold or transferred and MORTGAGOR is not a natural person), the principal is due on sale or transfer.

20. Notwithstanding any foregoing provision to the contrary, if the recapture of funds required under this Mortgage is triggered by a sale (voluntary or involuntary) of the property, and there are no net proceeds or the net proceeds are insufficient to repay the sums due MORTGAGEE, the MORTGAGEE will only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment and any closing costs.

21. The Loan Funds made available by the MORTGAGEE to the MORTGAGOR are to be

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used to finance the cost of the construction of certain improvements upon the Real Estate in accordance with the provisions of the Loan Agreement, and this Mortgage is a construction mortgage as such term is defined in Section 9-334(h) of the Uniform Commercial Code of the State of Illinois. The terms and conditions recited and set forth in the Loan Agreement is fully incorporated in this Mortgage and made a part hereof. MORTGAGOR and its successors and assigns shall comply with each and every of the covenants and conditions set forth in the Loan Agreement and an Event of Default under any of the conditions or provisions of the Loan Agreement shall constitute a default hereunder.

22. Provided an event of default does not then exist, MORTGAGOR's obligations under this Mortgage shall be deemed satisfied upon delivery to MORTGAGEE of a certificate of substantial completion from the MORTGAGOR'S Engineer certifying the lien-free completion of the Project in accordance with the terms of the Loan Agreement, and provided that Mortgagor has satisfied all of the terms and conditions precedent to the Mortgagee's release of his Mortgage, MORTGAGEE will promptly deliver to MORTGAGOR a fully-executed release, in recordable form, of this Mortgage.

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EXHIBIT A

Legal Description

Parcel 1:

That part of Lot "A" in the Hales and Hunter Consolidation of Certain Lands in Sections 4 and 5, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. (the plat of which was recorded in the Recorder's Office of Cook County, Illinois on June 19, 1945 as Document 13532929) bounded and described as follows:

Beginning on the North line of that part of Lot "A" lying within the East Half of the Southwest Quarter of the Northwest Quarter of said Section 4 (said North line being the South line of the North 244 feet of said East Half of the Southwest Quarter of the Northwest Quarter of Section 4) at a point which is 145 feet east from the west line of said East Half, and running thence South along the east line of the west 145 feet of said East Half of the Southwest Quarter of the Northwest Quarter of Section 4, a distance of 107.16 feet; thence eastwardly along the arc of a circle convex to the South and having a radius of 566 feet. (the easterly terminus of which is a point 328.62 feet South from the North line and 287.73 feet east from the west line of said East Half of the Southwest Quarter of the Northwest Quarter of Section 4), a distance of 16.52 feet to the point of intersection of said arc with the east line of the west 161.50 feet of said East Half of the Southwest Quarter of the Northwest Quarter of Section 4; thence South along the east line of the west 161.50 feet aforesaid, a distance of 173.18 feet to a point which is 523.62 feet South from the North line of said Southwest Quarter of the Northwest Quarter of Section 4; thence west along a line parallel with and 523.62 feet South from the North line of said Southwest Quarter of the Northwest Quarter of Section 4, a distance of 333.94 feet; thence westwardly along the arc of circle, convex to South tangent to the last described parallel line, end having a radius of 887.08 feet, a distance of 192.05 feet to its intersection with the west line of the east 363 feet of West Half of the Southwest Quarter of the Northwest Quarter of said Section 4; thence North along the west line of the east 363 feet aforesaid; a distance of 347.91 feet of that North line of said Lot "A" which is also the South line of the North 155 feet of West Half of the Southwest Quarter of the Northwest Quarter of Section 4; thence east along the North line of Lot "A", a distance of 363 feet to a corner of said Lot "A" which is on the east line of said West Half of the Southwest Quarter of the Northwest Quarter of Section 4; thence South along an east line of said Lot "A" being here the east line of the West Half of the Southwest Quarter of the Northwest Quarter of Section 4, a distance of 89 feet to another corner of said Lot "A" which is on the South line of the North 244 feet of the East Half of the Southwest Quarter of the Northwest Quarter of Section 4 and thence east along the first herein described North line of Lot "A" a distance of 145 feet to the Point of Beginning, all in Cook county, Illinois.

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Parcel 2:

Easement for roadway for the benefit of Parcel 1 disclosed in declaration recorded October 11, 1967 as document 20287792 and re-recorded as document 20303129 and as created by deeds or grants recorded July 28, 1969 as document 20912648 across a part of the Southwest Quarter of the Northwest Quarter of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, and across Lot "A" in the Hales and Hunter Consolidation of Certain Lands in Sections 4 and 5, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which easement consists of the following described parcels of land:

Parcel 2A:

The northwesterly 33 feet, measured perpendicularly, of that part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning on the east line of said Southwest Quarter of the Northwest Quarter of Section 4 at a point thereon which is 177.40 feet south from the northeast corner of said Southwest Quarter of the Northwest Quarter and running thence south along said east line, a distance of 100.60 feet to the southeast corner of the parcel of land conveyed to the Indiana Harbor Belt Railroad by deed recorded in the recorder's office of Cook County, Illinois on November 10, 1914 as document 5527993; thence west along the south line of the parcel of land so conveyed, a distance of 257.72 feet to a deflection point on the easterly boundary of Lot "A" in the Hales and Hunter Consolidation of Certain Lands in Sections 4 and 5, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and thence northeastwardly along a straight line (which for a distance of 121.00 feet is also an easterly line of said Lot "A") a distance of 276.66 feet to the Point of Beginning.

Also Parcel 2B:

That part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning on the south line of the north 288 feet of said East Half of the Southwest Quarter of the Northwest Quarter of said Section 4, at a point thereon which is 405.28 feet east from the west line of said East Half of the Southwest Quarter of the Northwest Quarter and running thence southwestwardly a distance of 65.00 feet along a straight line which if extended southwestwardly would pass through a point which is 367.67 feet south of the north line and 320 feet east of the west line of said East Half of the Southwest Quarter of the Northwest Quarter of said Section 4; thence northeastwardly along a straight line, a distance of 130.28 feet to a point which is 288.00 feet south of the north line and 480.28 feet east of the west line of said East Half of the Southwest Quarter of the Northwest

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Quarter of said Section 4; thence west along said south line of the north 288.00 feet of said East Half of the Southwest Quarter of the Northwest Quarter of said Section 4, a distance of 75 feet to the Point of Beginning.

Also Parcel 2C:

That part of the Southwest Quarter of the Northwest Quarter of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian together with that part of Lot "A" in the Hales and Hunter Consolidation of Certain Lands in Sections 4 and 5, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, included within a strip of land 33 feet in width being 16.50 feet in width on each side of the following described center line:

Beginning at a point which is 16.50 feet measured perpendicularly southeasterly from the most easterly corner of said Lot "A" (which most easterly lot corner is 244.00 feet south from the north line and 145.00 feet west from the east line of said east Half of the Southwest Quarter of the Northwest Quarter of said Section 4 and running thence southwestwardly along a straight line a distance of 244.94 feet to a point which is 328.62 feet south from the north line and 287.73 feet east from the west line of said East Half of the Southwest Quarter of the Northwest Quarter of Section 4; thence westwardly along the arc of a circle, convex to the south and having a radius of 566.00 feet (the westerly terminus of which arc is a point on the east line of the west 145.00 feet of said East Half of the Southwest Quarter of the Northwest Quarter of Section 4 which is 351.16 feet south from the north line of said East Half, a distance of 128.36 feet to its intersection with the east line of the west 161.50 feet of said East Half of the Southwest Quarter of the Northwest Quarter of Section 4; thence south along the east line of the west 161.50 feet aforesaid, a distance of 173.16 feet to a point which is 525.62 feet south from the north line of said east Half of the Southwest Quarter of the Northwest Quarter of Section 4; thence west along a line parallel with and 523.62 feet South from the north line of said Southwest Quarter of the Northwest Quarter of Section 4, a distance of 333.94 feet; thence westwardly along the arc of a circle convex to the South, tangent to the last described parallel line and having a radius of 887.08 feet, a distance of 274.49 feet to a point of which is 481.48 feet south from the north line and 442.56 feet west from the east line of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 4; thence northwestwardly along the arc of a circle convex to the Southwest and having a radius of 283.18 feet, a distance of 86.61 feet to a point which is 442.99 feet south from the north line and 519.74 feet west from the east line of said West Half of the Southwest Quarter of the Northwest Quarter of Section 4; thence northwestwardly along a straight line which passes 16.50 feet measured perpendicularly northeasterly from that corner of said Lot "A" which is on the west line of said Southwest Quarter of the Northwest Quarter of said Section 4 and which is 361.76 feet from the northwest corner of said Southwest Quarter of the Northwest Quarter of said Section 4, a distance of 175.76 feet to the west line of said Southwest Quarter of the Northwest Quarter of said Section 4 excepting from said 33 foot strip of land that part thereof lying in the West Half of the Southwest Quarter of the Northwest Quarter of said Section 4, which lies north of an eastward extension of a line which is 329.00 feet south from and parallel with the north

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line of the Southeast Quarter of the Northeast Quarter of Section 5, Township 36 North, Range 14, East of the Third Principal Meridian (also except that part thereof that falls in Parcels 2A and 2B.

Parcel 2D:

That part of Lot "A" in the Hales and Hunter consolidation of Certain Lands in Sections 4 and 5 Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying west of the east line of the Northeast Quarter of said Section 5 and south of a line which is 85.00 feet south from and parallel with the north line of that part of said Lot "A" which lies west of said east line of the Northeast Quarter of Section 5, except that part of said easement Parcel "2C" falling within Parcel 1, all in Cook County, Illinois.

Containing 4.038 acres (175,895 square feet) more or less.

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